BILL NO. S-75-06-29

SPECIAL ORDINANCE NO. S- 128-15,

AN ORDINANCE approving a contract with REITH-RILEY CONSTRUCTION COMPANY on Resolution 5688-1975 Resurfacing Program

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contracts dated June 16, 1975, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and RIETH-RILEY CONSTRUCTION COMPANY, INC., for:

Contract "A" Resurfacing Hancock St. from S/P/L Maumee Ave. to N/P/L Pittsburg St.; Winch St. from E/P/L Grant Ave. to W/P/L Dubois St.; Clay St. from S/P/L Jefferson St. to N/P/L Brackenridge St.; Pioneer St., Fenker Ave. and Lee St. (Cloverleaf Traffic Loop) from northerly P/L Wayne Trace to northeasterly P/L Wayne Trace; Monroe St. from S/P/L Berry St. to south curb line Hayden St.; Hanna St. from S/P/L Jefferson St. to S/P/L Creighton Ave. as platted west; Fairfield Ave. from S/P/L Baker St. to S/P/L Creighton Ave. - \$235,448.35

Contract "B" Resurfacing Glenwood Avenue from E/P/L Santa Rosa Drive to a point 364 feet east thereof, Vance Avenue from east curb line of Anthony Boulevard to a point 150 feet west of the W/P/L Rolston Street, Kensington Boulevard from S/P/L Lake Avenue to the south curb line of Columbia Avenue - \$78,875.85

for a total cost of \$314,324.20, all as more particularly set forth in said contracts which are on file in the Office of the Board of Public Works, and are by reference incorporated herein, made a part hereof and are hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Councilman

APPROVED AS TO FORM AND LEGALITY

Read the first time in full and on motion by Mase, second	onded by							
Minga, and duly adopted, read the second time by title and referred								
to the Committee on Public Wiko (and the City Plan								
Gommission for recommendation) and Public Hearing to be held after due	Tegal notice,							
at the Council Chambers, City-County Building, Fort Wayne, Indiana, on	,							
the day of , 197 , at								
o'clock P.M., E.S.T.								
Date: 6-24-15. Shuffly Miles	liquidas							
Read the third time in full and on motion by Misses.	, , , , , , , , , , , , , , , , , , , ,							
seconded by <u>Jalania</u> , and duly adopted, placed on its	cassage.							
Passed (LBSI) by the following vote:								
AYES NAYS ABSTAINED ABSENT TO-WI	<u>IT</u>							
TOTAL VOTES								
BURNS								
BURNS HINGA KRAUS MOSES								
KRAUS	Maria.							
MOSES	minute.							
NUCKOLS	in advisoran							
SCHMIDT, D.	Military							
SCHMIDT, V.	Minor							
STIER	THE RESERVE OF THE PERSON OF T							
TALARICO V	marrier of							
DATE: 8-7-75 Charles Witestern	0.2013							
Passed and adopted by the Common Council of the City of Fort Wayne	Deputy							
as (Zanino Map) (General) (Annexation) (Special) (Appropriation) Ordina (Resolution, No. 18-18 on the last day of July								
ATTEST: (SEAL)	, 19/5.							
Of the things of themes I	H							
CITY CLERK PRESIDING OFFICER	<u> </u>							
Presented by me to the Mayor of the City of Fort Wayne, Indiana, of	on the 9th							
day of fully, 197 5, at the hour of 70 ac	o'clock							
4. M., E.S.T.	1							
Charles W Western	ianz_							
Approved and signed by me this 4th day of finding	197							
at the hour of 2:30 o'clock M.,E.S.T.	8							
a A for	A A							
Land H Orbe								

MAYOR

Bill No. S-75-06-	29
	REPORT OF THE COMMITTEE ON PUBLIC WORKS
We, your Committee	on Public Works to whom was referred an Ordinance
Approvin	g a contract with RFITH-RILEY CONSTRUCTION COMPANY on Resolution
	5 Resurfacing Program
	· ·
	mance under consideration and beg leave to report back to the Common
Council that said	Ordinance Do PASS.
Winfield C	. Moses, Jr Chairman () full. Moses To.
Eugene Kra	us, Jr Vice-Chairman
John Nucko	15 John Thickory
William T.	Hinga William I Dinga
Donald J.	Schmidt Q Schwide
	MADE A MATTER OF RECORD DATE 7-8-75 CHARLES W. WESTERMAN, CITY CLERK
	TI TILDIEM INTO CLERK



THE CITY OF FORT WAYNE

board of public works

May 27, 1975

The Common Council Fort Wayne, Indiana

Centlemen and Mrs. Schmidt:

Contracts have been awarded for the 1975 Street Resurfacing program as follows:

			Rieth-Riley Const. Co.	\$235,448.35
Contract	"B"		Rieth-Riley Const; Co.	78,875.85
Contract	1,C),	-	Dailey Asphalt Products	347,826,20
Contract	"D"	-	Wayne Asphalt & Const.	62,900,05
Contract	uE.	-	Wayne Asphalt & Const.	103,028.75
Contract	Free		Wayne Asphalt & Const.	55,067.00
Contract	"G"	_	Brooks Const. Co.	107,380,68

Dur to the urgency for accomplishing these improvements during this construction season and the need for contractors to incorporate this work in their jobs schedule. the Board respectfully requests "Prior Approval" of these contracts,

Upon preparation of the contracts and receipt of contractors' bonds, they will be forwarded for formal approval and Ordinance,

Copies of bid tabulations and project involved are attached.

Sincerely,

BOARD OF PUBLIC WORKS

Carl E. O'Neal, Mamber

CEO:bt

Attachments

cc: Mayor

APPROVED

	PROJECT 1975 Resurfacing - (Contract "B") BID ANALYSIS SHEET OFFICE OF CITY ENGINEER MATERIAL FORT WAYNE INDIANA											
	CON	TRACTORS - ALLEYS—SIDEWALKS MATERIAL	ESTIMATE			WAYNE A CONSTRU	SPHALT & CTION CO., IN	UNIT	TOTAL			
QUAN	UNIT	MATERIAL	67	£,	BID	BID	BID	BID	BID	BID	BID	ELD
1,428	Sq.Yds.	Pavement Removal	5.00	7,140.00	2.30	3,284.40	3.00	4,284.00	5.00	7,140.00		
818	Tons	Hot Asphalt #9 Binder	20.00	16,360.00	21.05	17,218.90	20.00	16,360.00	20.50	16,769.00		
731	Tons	Hot Asphalt A-2 City Mix	20.00	14,620.00	24.35	17,799.85	21.00	15,351.00	22.00	16,082.00		
522	Tons	Hot Asphalt #4 Binder	20.00	10,440.00	21,35	11,144.70	26.00	13,572.00	20.00	10,440.00		
2,200	Lin.Ft.	Curb Removal	2.00	4,400.00	2.00	4,400.00	3.00	6,600.00	3.50	7,700.00		
2,252	Lin.Ft.	New Comb. Curb & Gutter	6.50	14,638.00	6.50	14,638.00	5.50	12,386.00	7.50	16,890.00		
1,965	Gals.	Liquid Asphalt Tack Coat	0.50	982.50	0.80	1,572.00	0.60	1,179.00	0.75	1,473.75		
14	Each	C.B.'x Adjusted to Grade	100.00	1,400.00	150.00	2,100.00	200.00	2,800.00	150.00	2,100.00		
4	Each	M.H.'s Adjusted to Grade	100.00	400.00	150.00	600.00	175.00	700.00	125.00	500.00		
18	Each	Water Valves Set to Grade	40.00	720.00	25.00	. 450.00	40.00	720.00	45.00	810.00		
66	Sa.Yds.	Sidewalk Removal	5,00	330.00	2.00	132.00	5.00	330.00	5.00	330.00		
600	Sq.Ft.	New Curbface Walk	1.50	. 900.000	2.00	1,200.00	2.00	1,200.00	2.00	1,200.00		1
158	Tons	Topsoil J	10.00	1,580.00	10.00	1,580.00	10.00	1,580.00	12.50	1,975.00		
1,200	1	Mulching, Seeding & Fert.	0.60	720.00	0.75	900.00	1.00	1,200.00	1.50	1,800.00		
232	Cu.Yds.	Common Excavation	5.00	1,160.00	8.00	1,856.00	5.00	1,160.00	5.00	1,160.00		
		TOTALS		\$ 75,790.50		\$ 78,875,85		\$ 79,422,00		\$ 86,369,75		1
						Regular		Regular		Regular		
		DISCOUNT ·				None		None		None		
		DEGOODAL .				4% Over						
										VALUE OF THE PROPERTY OF THE PARTY OF THE PA		
						1						Λ.
THE PROPERTY OF THE PARTY OF TH	PART SUPPLIES OF THE SALES	at vide to a constant of a constant and a constant and a constant	Charles with survey seemed."				THE RESERVE OF THE PERSON NAMED IN	fiction at the contraction				Can be seen a manufacturation of

62-127-13 4/16/78

CITY PAI

CONTRACT

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting
Ratification

This Agreement, made and	d entered into this b day of	19 75				
by and betweenRIETH-RILEY CONSTRUCTION CO., INC						
and supplementary acts thereto, WI Contract "B"	TNESSETH: That the Contractor covenants and	agrees to im-				
to a point 364 feet east the Boulevard to a point 150 fee	surfacing Glenwood Avenue from E/P/L Santa ereof, Vance Avenue from east curb line of the west of the W/P/L Rolston Street, Kensi	Anthony				
Boulevard from S/P/L Lake Av	enue to the south curb line of Columbia A	venue.				
	. ,	***************************************				
ood and workmanlike manner and the tent Resolution No. 5688-1975	as fully set out in the specifications hereinafter ref o the entire satisfaction of said City, in accordance v	erred to, in a				
Pavement removal	Two dollars and thirty cents, per square yard	2.30				
Hot asphalt #9 binder	Twenty One dollars and five cents, per ton	21.05				
Hot asphalt A-2 City Mix	Twenty four dollars and thirty five cents, per ton	24.35				
Hot asphalt #4 binder	Twenty one dollars and thirty five cents, per ton	21.35				
Curb removal	Two dollars and no cents, per lineal foot	2.00				
New combination curb and	Six dollars and fifty cents.	6.50				

per lineal foot

gutter

by grading and paving the roadway to a width of ______feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5688-1975 and the following price per kinest feet

at the following prices:

Pavement removal	Two dollars and thirty cents, per square yard	2.30
Hot asphalt #9 binder	Twenty One dollars and five cents, per ton	21.05
Hot asphalt A-2 City Mix	Twenty four dollars and thirty five cents, per ton	24.35
Hot asphalt #4 binder	Twenty one dollars and thirty five cents, per ton	21.35
Curb removal	Two dollars and no cents, per lineal foot	2.00
New combination curb and gutter	Six dollars and fifty cents, per lineal foot	6.50
Liquid asphalt tack coat	Eighty cents, per gallon	.80
Catch basin adjusted and set to grade	One hundred fifty dollars and no cents, per each	150.00
Manholes adjusted and set to grade	One hundred fifty dollars and no cents, per each	150.00
Water valves adjusted and set to grade	Twenty five dollars and no cents, per each	25.00
Sidewalk removal	Two dollars and no cents, per square yard	2.00
New curbface walk	Two dollars and no cents, per square foot	2.00
Topsoil	Ten dollars and no cents, per ton	- 10.00
Mulching, seeding, and fertilizer	Seventy five cents, per square yard	.75
Common excavation	Eight dollars and no cents, per cubic yard	8.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision _Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5688-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally accordance with instructions to bidders and in all respects completed on or before. Cottober 1, 19.70 and the Contractor agrees to pay and

give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

Contractor, Party of the First Part.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this .. 19____

nd Mayor. OMY ATTORNA

GUARANTY BOND

Muom All Sien by These Presents, That we Riath-R.	iley Construction Co., Inc.,
311 West Madison, Goshen, Indiana	Contractors
as principal, and Reliance Insurance Compar	ny, Philadelphia,
Pennsylvania	as surety
are held and firmly bound to the City of Fort Wayne, Indiana,	in the sum of Seventy Eight
Thousand Eight Hundred Seventy Five	e Dollars and 85/100
	(\$_78,875.85
for the payment of which well and truly to be made we jointly executors, administrators and assigns firmly by these presents. The conditions of the above obligation are, that whereas the state of the conditions of the above obligation are, that whereas the conditions of the above obligation are, that whereas the conditions of the above obligation are, that whereas the conditions of the	
Construction Co., Inc.	
did on the Twenty Seventh day of	May 1975
	*
	e City of Fort Wayne to construct a
Resurfacing seven streets in the 2nd Counc	cilmanic District. Pavement
Resolution 5688-1975. Spreams Co	
	100 SON 8 LAND
	(1) (187) (1)
according	to certain plans and specifications, and
also warranting and guaranteeing the work/ material and conditi	three (3) years on of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said Rie	th-Riley Construction Co.
shail faith	ully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs requanter provided for, then this bond to be null and void, otherwis	uired under said guarantee, and in the
WITNESS our hands and seals this Twenty Seventh	y of May, 1975
Maeth-Ri	Ley Coastruction co. GETING.
(Us start	Showara and State of
Chester 1	L. Skwargan. Division Manage
	Insurance Co.
Approved this day of day of	C. Baumann, Attorney-in-Fact
The Frances (
Carl & Offen	
Board of Public Works.	

GUARANTY BOND

Know All Aen by These Presen	is, That w	e		
RIETH-	RILEY CONS	TRUCTION CO., 1	NC	Contractors
as principal, and RELIANCE INSU	RANCE COMP	PANY of PHILADE	PHIA, PENISYI	VANI A
				as surety
are held and firmly bound to the C	ity of Fort V	Vayne, Indiana, in	the sum of Seve	nty Eight
housand Eight Hundred Sever	ty Five Do	ollars and Eight	y Five Cents-	
				(\$78,875,85)
or the payment of which well and executors, administrators and assign The conditions of the above of	truly to be a	made we jointly and these presents.	l severally bind o	urselves, our heirs,
RIET	H-RILEY OC	ONSTRUCTION CO.,	INC	
lid on the		day of		
				* * 805 ·
	, enter into a	contract with the	City of Fort Wa	yne to construct a
		Contr	act "B"	Pavement
YX				by resurfacing
Slenwood Avenue from E/P/L	Santa Rosa	Drive to a poi	nt 364 feet e	ast thereof,
Vance Avenue from east curb	line of A	nthony Boulevar	d to a point	150 feet west
of the W/P/L Rolston Street	, Kensingt	on Boulevard fr	om S/P/L Lake	Avenue to the
south curb line of Columbia	Avenue	according to	certain plans and	enecifications and
for also warranting and guaranteeing	a period o	f three (3) yea	rs	
n aforesaid contract and specificat	ions. Now i	f the said		
RIETH-RILEY CONSTRUCTION, C				
				**
nents of said warranty and guaran nanner provided for, then this bond	ity, and mak I to be null ar	e all repairs requir nd void, otherwise t	ed under said gu o be in full force	arantee, and in the and effect.
WITNESS our hands and sea	la +bio	day	\f	Marital Company
WIINESS our nands and sea	IS UIIS	. 40		
		RIFITALIEX	CONSTRUCTOR	CO. INC(SEAL)
		BYCHALL	re-Suk	WAGGIN
		ITS:	and the second s	(SEAL)
Approved this	/ da	y of Jan	ne 19.	7.5
N Draw	00		, ,	
Cal & Ollo	a Q			
n		-		
Board of P	ublic Works.			

LIABILITY BOND

Faces All face by Chees Fresents, That we Rieth-Riley Construction Co.,
Inc., 311 W. Madison, Goshen, Indiana
as principal, and Reliance Insurance Company, Philadelphia,
Pennsylvania
as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Seventy (10.) Eight Thousand Eight Hundred Seventy Five Dollars and 85/100
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.
The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the Twenty Seventh
day of May, 1975, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the powerment as to the workman hip, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise two and remain in full force and virtue in law and in the event the said City shall extend the time for the complertion of said work, such extension shall not in any way release the sureties on this bond.
WITNESS our hands and seals this Twenty Seventhay of May, 19.75 (7)
Rieth-Riley Construction Co. MIC. Chester L. Skwarcan, Division Manager Lenand Beuman (STAL) Reliance Insurance Co. Leonard C. Baumann, Attorney_in_Fact
(SEAL)
Approved this day of June 1975
Cale O'Meal
Board of Public Works.

LIABILITY BOND

Know All Ken by These Presents	, That well			
RIETH-R	ILEY CONSTR	UCTION CO., INC.		
as principal, and RELIANCE INSUR	ANCE COMPAN	Y of PHILADELPHI	A, PENUSYLVANI	A
				1,111
as surety, are held and firmly bound t	o the City of l	Fort Wayne, Indiana	, in the sum of <u>Se</u>	venty Eight
Thousand Eight Hundred Sevent for the payment of which well and trexecutors, administrators and assign	ruly to be mad	de we jointly and ser		ves, our heirs,
			(\$78.875.85)
The conditions of the above obligati	ion are such,	that if the above na	med party of the	årst part shall
faithfully comply with the foregoin	ng contract m	ade and entered into	the	, , , , , , , , , , , , , , , , , , ,
day of	nerein contain I and condition II respects, the and in the ever	ns for the period of en this obligation to nt the said City shall	anty and guaranty three (3) years, acc be void, otherwise extend the time for	of the pave- cording to the to be and re-
WITNESS our hands and seals	this	day of		14 111/16
	-1	RIPTHARILEY CON	STRUCTION CO.,	INC (SEAL)
		ITS:		(SEAL)
				(SEAL)
Approved this 2/6	day o	; June	1.1915	(03:12)
Carl & 07/0	a la	-		
				,
Board of Pub	lic Works.			
COMPLETED IN STREET ENGINEERI	NG OFFICE			

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTERANCE PROJECTS TO BE AWARDED BY COMPRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTES OF APRIL. MAY AND JUNE, 1975.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to with:

to wit;								
TRADES OR OCCUPAT	LION	CLASS	RATE PER HR.	P&W	PEN	VAC	ARP	MISC.
ASBESTOS WORKER		S	9.95	35¢.	55¢			31f
BOILERHAKER		S	10.05	50 .	1.00		1¢	
BR ICKLAYER .		S	8,89	30	25		1	
DIVIONDATION					6%		4	2if
Office Dr. wine.	UILDING)	S	9.01	47	40		5	2if
(H	IGHWAY)	1-	9.01		-70		1	1
CEMENT MASON		S	8.30	40				-
ELECTRICIAN		S	9.10	30	1%}30		4	
ELEVATOR CONSTRU	CTCR	S	8,77	443	29	7%	2	
GLAZIER		S	8,24	12		25 '	4	35¢holida
GUNDAM					2			
IRON WORKER		S	9.70	55	65		1	
	m,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	S-SS US	5.95-6.25	35	30		7	
	Building) Highway)	S_US-SS	5.90-6.05	35	30		7	
	SEWER)	S-US-SS	6.25-7.33	35	30		7	
LATHER		S	8.20		25		1	3if
MILLWRIGHT & PIL	EDRIVER	s	8.64		6%		4	218
Tradamitzania a a a a a		S-SS			-		· 5	
OPERATING ENGINE	ER (BUILDING)	US	6.75-9.15	40	30		5	
	(HIGHWAY)	S-SS-US	7.07-9.27	30 40	40		5	
	(SEWER)	S-SS-US	7.07-9.27	40	40			
PAINTER		· S	7.49-8.49	32	25		7	
PLASTERER		S	7.91	40			-	
PLUMBER & STEAMF		S	9,20	30	65	۵	7	41f
Krouper a stends	LILLEN							-
MOSAIC & TERRAZZ	O GRINDER	S	6.65-8.50			101		
ROOFER	*	S	8.40		10	·		- /
SHEETMETAL WORKE	R	S	9.19	35	30		4	9iE
		S-SS	6 60 7 62	1657	17pw			
TEAMSTER	(BUILDING)	US S-23-US	6,68-7,63	165W				
Tr any CLASSIFIC	(HIGHWAY)	3-100-100	1 0.30-7, LO 1			T WACE	SCALE	SHALL BE

If any CLASSIFICATIONS ARE CHITTED IN THE ABOVE SCHEDOLE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as sat by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS DAY DAY OF March . 19 75

BOIL UE SAME MONEY

REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDING /GENT.

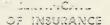
REPRESENTING STATE A.F.L. & C.I.O.

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of

Pennsylvania, does hereby make, constitute and appoint Leonard C. Baumann of Coshen. Indiana its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of suretyship. and to hind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof. This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows: ARTICLE VII - Execution of Bonds and Undertakings SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, end (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him. SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY et a meeting heid on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed: "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached." IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 10th day of January RELIANCE INSURANCE COMPANY STATE OF Pennsylvania) COUNTY OFPhiladelphia , 19 73, personally appeared January to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the forecoing instrument and affixed the seel of said corporation thereto, and that Arricle VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force. My Commission Expires: April 26 .19 76 Notary Public in and for State of Pennsylvania Residing at __Philadelphia W. F. Brunner , Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by AMPERSANCE INSURANCE COMPANY, which is still in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the sear of smc Company this BDR-1431 Fd 7/71





This is to Certify that

Rioth-Riley Construction Company, Inc. 311 West Madison Street Goshen, Indiana 46526

Name and address of insured.

cc: Rieth-Riley Construction Company, Inc.

is, at the date of this certificate, insured by the Company for the types of insurance and in accordance with the limits of liability, exclusions, conditions, and other terms of the policies hereinafter described. This certificate of insurance neither affirmatively or negatively amends, extends or alters the coverage afforded by the policies listed below.

T	YPE OF POLICY	EXPIRATION DATE	POLICY NUMBER	LIMITS OF	LIABILITY
WORKMEN'S COMPENSATION				COVERAGE AFFORDED UNDER W.C. LAW OF FOLLOWING STATE(S): Indiana, Illinois, Michigan	\$100,000
	COMPREHENSIVE	2/1/76	IG1-141-013856-045	BODILY INJURY	PROPERTY DAMAGE
GENERAL	SCHEDULE FORM RECODUCTS COM- RETEO OPERATIONS ALERO OPERATIONS Contractua	1	- -		\$1,000,000 EACH OCCURRENCE \$1,000,000 AGGREGATE
AUTO	OWNED NON-OWNED HIRED	2/1/76	AE1-141-013856-055	\$ 1,000,000 PEACH \$ 1,000,000 EACH ACCIDENT OR OCCURRENCE	1,000,000 EACH ACCIDENT OR OCCURRENCE,
OTHER		-	-		1
†	ON(S) OF OPERATIONS			DESCRIPTION OF	OPERATIONS:
-	334 - Various (Streets in P	ort Wayne	Resurfacing of streets	and reconstruction

*Coverage for explosion, collapse and underground property damage included.

NOTICE	OF	CANCELLATION:	(NOT	APPLICABLE	UNLESS	A N	JMBER (OF	DAYS	iS	ENTERED	BEL	OW).						
		BEFORE	THE STA	TED EXPIRAT	ION DATE	THE	COMPA	NY	WILL	NOT	CANCEL	OR	REDUCE	THE	INSURAN	(CE	AFFORDED	UND	58
		THE AB	OVE POI	ICIES PRIOR	то	DA	YS AFTE	RN	OTICE	OF .	SUCH CAN	CELL	ATION O	R RE	DUCTION	HAS	BEEN MA	HLED	ro

	14 57	P4 PF	E	a time/som		
Edward at 1	d wa	1		Maraine		
				46802	Midn	Street

W. Birlian Authorized Representativ		
W. Yimin Lange AUTHORIZED REPRESENTATIV		
	17.	ENTATIVE
South Bend, Indiana	" "	ena

	JECT _.			BID	AN			HEET		JAFICE C	or Citi	ENGINEER
DATE	5/1		5688	1975		MATER	MAL			FORT WAY	'NE IN	DIANA
		TRA CTORS	, KE	1510h	Rieth R	iley Const. c.	Hipskind	Asphalt Corp.	Wayne As Const. C	phalt & Co., Inc.		
STR QUAN	EETS — UNIT	- ALLEYS—SIDEWALKS MATERIAL	ESTIMATE	EXTENSION	UNIT BID	TOTAL BID	UNIT	TOTAL BID	UNIT	TOTAL BID	UNIT	TOTAL BLD
4100	Sq. Yd.	Pavement Removal	5,00	20,500.00		13,530.00	3.00	12,300.00	5.00	20,500.00		
3002	Ton	Hot Asphalt #9 Binder	20.00	60,040.00	20.90	62,741.80	19.00	57,038.00	20.50	61,541.00		0.
2709	Ton	Hot Asphalt A-2 City Mix	20.00	54,180.00	23.70	64,203.30	20.00	54,180.00	22.00	59,598.00		
820	Ton	Hot Asphalt #4 Binder	20.00	16,400.00	19.90	16,318.00	25.00	20,500.00	20.00	16,400.00		
1900	L/F	Curb Removal	2.00	3,800.00	2.00	3,800.00	3.00	5,700.00	3.50	6,650.00		
1900	L/F	New 6" x 18" Curb	5.00	9,500.00	5.00	9,500.00	7.00	13,300.00	8.50	16,150.00		
8360	Gal.	Liquid Asphalt Tack Coat	0.50	4,180.00	0.70	5,852.00	0,60	5,016,00	0.75	6,270.00		
127	Ea ch	C.B.'s Adjust & Set to Grd.	100.00	12,700.00	175.00	22,225.00	230.00	29,210.00	150.00	19,050.00		
46	Each	M.H.'s Adjust & Set To Grd.	100.00	4,600.00	100.00	4,600.00	175.00	8,050.00	125.00	5,750,00		
66	Each	Water Valves - Set to Grade	40.00	2,640.00	25.00	1,650.00	40.00	2,640.00	45.00	2,970.00		
373	Ton	#73 Crushed Stone	8,00	2,984.00	8.50	3,170.50	7.00	2,611.00	8,50	3,170.50		
200	L/F	New 12" R.C.P. IV	14.00	2,800.00	11.00	2,200.00	15.00	3,000.00	18.50	3,700.00		
2	Each	New Standard Inlets	400.00	800.00	500.00	1,000.00	400.00#	800.00	750.00	1,500.00		
625	Cu. Yd.	Common Excavation	5.00	3,125.00	6.60	4,125.00	5.00	3,125.00	5.00	3,125.00		
95	Ton	Top Soil	10.00	950.00	10.00	950.00	10,00	950.00	12.50	1,187.50		
850	Ton	Hot Asphalt State "B" Mix	20.00	17,000.00	22.60	19,210.00	20.00	17,000.00	21.00	17,850.00		
497	Sq. Yd.	Seeding, Mulching, & Fertil.	0.60	298.20	0.75	372.75	1.00	497.00	1.50	745.50		
		·										
	-	TOTALS		216,497.20		235,448.35		235,917.00		246,157.50		
.1, .												
		DISCOUNTS				NONE		NONE		NONE		
			PROPERTY OF THE PERSONS			Regular		Regular		Regular		
						8% over Est.						The second of the property of the second of

62-126-8 6/14/75-

CONTRACT Preliminary Meeting .— CONTRACT Ratification

nereinafter called "Contractor" and	the City of Fort Wayne, Indiana, a municipal corporati	on, herein-
itel called City, under and by vi	tue of an act of the General Assembly of the State of	£ T. J:
nutied An Act Concerning Muni	CIDAL Corporations," approved March 6 1005 and att -	
nd supplementary acts thereto, WI Contract "A"	TNESSETH: That the Contractor covenants and agr	ees to im-
	surfacing Hancock St. from S/P/L Maumee Ave.	
ittsburg St.: Winch St. fro	mm E/P/L Grant Ave. to W/P/L Dubois St.;	to N/P/L
rom S/P/L Jefferson St. to	N/P/L Brackenridge St.; Pioneer St., Fenker	Clay St.
nd Lee St. (Cloverleaf Traf	fic Loop) from northerly P/L Wayne Trace to	Ave.,
ortheasterly P/L Wayne Trac	e; Monroe St. from S/P/L Berry St. to south	aval.
ine Hayden St.: Hanna St. f	rom S/P/L Jefferson St. to S/P/L Creighton A	Curo
latted west; Fairfield Ave.	from S/P/L Baker St. to S/P/L Creighton Ave	ve. as
•	The service of Sylvic Oreignton Ave	
grading and paving the roadway	to a width offeet with	
	The state of the s	
. 3.50.3	o the entire satisfaction of said City, in accordance with	d to, in a Improve-
	at the following price per lineal foot	Improve-
ent Resolution No. 5688-1975 and		Improve-
ent Resolution No. 5688-1975		Improve-
ent Resolution No. 5688-1975 and		Improve-
ent Resolution No. 5688-1975 and the following prices:	l at the following price per lineal foot	Improve-
nt Resolution No. 5688-1975 and the following prices:	Three dollars and thirty cents,	Improve-
ent Resolution No. 5688-1975	l at the following price per lineal foot	Improve-
ent Resolution No. 5688-1975 and the following prices: avement removal	Three dollars and thirty cents,	3.30
ent Resolution No. 5688-1975 and the following prices:	Three dollars and thirty cents,	3.30 20.90
nt Resolution No. 5688-1975 and the following prices: avement removal ot asphalt #9 binder	Three dollars and thirty cents, per square yard Twenty dollars and ninety cents, per ton	3.30 20.90
the following prices: avement removal ot asphalt #9 binder	Three dollars and thirty cents, per square yard Twenty dollars and ninety cents, per ton Twenty three dollars and seventy	3.30 20.90
nt Resolution No. 5688-1975 and the following prices: avement removal ot asphalt #9 binder ot asphalt A-2 City Mix	Three dollars and thirty cents, per square yard Twenty dollars and ninety cents, per ton Twenty three dollars and seventy cents, per ton	3.30 20.90 23.70
nt Resolution No.5688-1975 and the following prices: avement removal but asphalt #9 binder but asphalt A-2 City Mix	Three dollars and thirty cents, per square yard Twenty dollars and ninety cents, per ton Twenty three dollars and seventy cents, per ton Nineteen dollars and ninety	3.30 20.90 23.70
ent Resolution No. 5688-1975 and the following prices:	Three dollars and thirty cents, per square yard Twenty dollars and ninety cents, per ton Twenty three dollars and seventy cents, per ton	3.30
nt Resolution No. 5688-1975 and the following prices: avement removal ot asphalt #9 binder ot asphalt A-2 City Mix ot asphalt #4 binder	Three dollars and thirty cents, per square yard Twenty dollars and ninety cents, per ton Twenty three dollars and seventy cents, per ton Nineteen dollars and ninety cents, per ton	3.30 20.90 23.70
nt Resolution No. 5688-1975 and the following prices: avement removal but asphalt #9 binder but asphalt A-2 City Mix but asphalt #4 binder	Three dollars and thirty cents, per square yard Twenty dollars and ninety cents, per ton Twenty three dollars and seventy cents, per ton Nineteen dollars and ninety	3.30 20.90 23.70
t the following prices: avement removal out asphalt #9 binder out asphalt A-2 City Mix	Three dollars and thirty cents, per square yard Twenty dollars and ninety cents, per ton Twenty three dollars and seventy cents, per ton Nineteen dollars and ninety cents, per ton Two dollars and no cents, per	3.30 20.90 23.70

and Lee St. (Cloverleaf Traffic Loop) from northerly P/L Wayne Trace to northeasterly P/L Wayne Trace; Monroe St. from S/P/L Berry St. to south curb line Hayden St.; Hanna St. from S/P/L Jefferson St. to S/P/L Creighton Ave. as platted west; Fairfield Ave. from S/P/L Baker St. to S/P/L Creighton Ave.

by grading and paving the roadway to a width of ______feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5688-1975 and at the following price per lineal foot

at the following prices:

Pavement removal	Three dollars and thirty cents, per square yard	3.30
Hot asphalt #9 binder	Twenty dollars and ninety cents, per ton	20.90
Hot asphalt A-2 City Mix	Twenty three dollars and seventy cents, per ton	23.70
Hot asphalt #4 binder	Nineteen dollars and minety cents, per ton	19.90
Curb removal	Two dollars and no cents, per lineal foot =	2.00
New 6" x 18" curb	Five dollars and no cents, per lineal foot	5.00
Liquid asphalt tack coat	Seventy cents, per gallon	.70
Catch basins adjusted and set to grade	One hundred seventy five dollars and no cents, per each	175.00
Manholes adjusted and set to grade	One hundred dollars and no cents, per each	100.00
Water valves adjusted and set to grade	Twenty five dollars and no cents, per each	25.00
#73 crushed stone	Eight dollars and fifty cents, per ton	8.50
New 12" R.C.P. Class IV	Eleven dollars and no cents, per lineal foot	11.00
New standard inlets	Five hundred dollars and no cents, per each	500.00
Common excavation	Six dollars and sixty cents, per cubic yard	6.60
Top soil	Ten dollars and no cents, per ton	10.00
State "B" Mix	Twenty two dollars and sixty cents, per ton	22.60
Seeding, mulching and fertilizer	Seventy five cents, per square yard	•75

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5689-1275 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally in accordance with instructions to bidder?

and in all respects completed on or before $\frac{\text{October 1}}{\text{October 1}}$, 19 $\frac{75}{\text{October 2}}$ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facel evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right, shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper stall and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the saime is to be 'maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, titien successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this.___

day of 19

HT HT

Contractor, Party of the First Part.

City of Fort Wayne, Band Through:

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

CHIX ATTORNAM

GUARANTY BOND

Know All Clen by These Presents,	. That weRigth	-Riley Constru	ction Co.,	Inc.
311 W. Madison, Goshen	, Indiana	<u></u>	Contracto	rs
as principal, and Reliance Inc	surance Company,	Phiľadelphia,	Pennsylvania	<u>a</u>
			as suret	y
are held and firmly bound to the City	of Fort Wayne, India	na, in the sum of		-
Two Hundred Thirty Fiv	ve Thousand Four	Hundred Forty	Eight Dolla	rs
and 35/100			(\$235,448	35
for the payment of which well and tr executors; administrators and assign The conditions of the above obl	s firmly by these presen	nts.	Riley	s, .
Construction Co., Inc	c.		13,1	. 1 - 1 - 2.
did on the Twenty Seventh	day of	· May	81 3	
	nter into a contract with		ayne to construct	a
Resurfacing seven stree	ts in the 1st Co	uncilmanic Dis	trict. Povezno	K.
Resolution 5688-1975,	Contract A.		intra 17 E	105
	15 105-	er vjata razka	:: vac#6/820	·
		چې دانۍ د آ	17.8	21/-
			W. 12. 11.	 *********************************
			· inner	nina _{n,}
- property and the second seco		ng to certain plans an	-	
also warranting and guaranteeing the	e work, material and con	dition of the pavemen	t thereof as provide	:d
in aforesaid contract and specification	ns. Now if the said	Rieth-Riley Co	nstruction C	ο.
	shall fa	ithfully perform and f	ulfill all the require	2~
ments of said warranty and guaranty manner provided for, then this bond t	r, and make all repairs o be null and void, other	required under said g wise to be in full forc	uarantee, and in the	ie
WITNESS our hands and seals	this Twenty Sevent	bay of May, 1	975	त स
	(Hieth-	Riley Construc	tion Cp (SELE	g •)
· 2 (*)	Calle	ro Dewa	LIGA (STAY	່ວ່າ ຂອງຕົ
•	Lean	raul C. Bau	SEAL	
Approved this 6			Attorney-in-	Fact
	ef O			
Volume Char	2			
Board of Pub	lic Works.		* *	

APPROVED AS TO FORM AND LEGAUS

CITY ATTORNEY

GUARANTY BOND

Know All Aen by These Fresents, That we
as principal, and RELIANCE INSURANCE COMPANY of PHILADELPHIA, PENNSYLVANIA
as surety
are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Two Hundred Thirty
Five Thousand Four Hundred Forty Eight Dollars and Thirty Five Cents
235,448.35 (\$)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents. The conditions of the above obligation are, that whereas the said
RIETH-RILEY CONSTRUCTION CO., INC
did on theday of
, enter into a contract with the City of Fort Wayne to construct and
Pavement
Contract "A" CONTROL "A" CONT
Brackenrige St.; Ploneer St., Fenker Ave., and Lee St. (Cloverleaf Traffic
according to certain plans and specifications, and for a period of three (3) years also warranting and guaranteeing the work material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said
RIETH-RILEY CONSTRUCTION CO., INCshall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effectively.
WITNESS our hands and seals thisday of
RIFT ALLEY CONSTRUCTION CO. INC(SEAL)
BY A KUULO CUATCO (195EAL)
ITS: (SEAL)
Approved this day of
Can to Della Oct
and a real
Board of Public Works.

APPROVED AS TO FORM AND LEGALISM

LIABILITY BOND

Kinco All Gen by These Freezest. That we Rieth-Riky Construction Co., Inc.,
311 West Madison, Goshen, Indiana
as principal, and Reliance Insurance Company, Philadelphia,
Pennsylvania
as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Two Fundred
Thirty Five Thousand Four Hundred Forty Eight Dollars and 35/100
for the payment of which well and truly to be made we jointly and severally bind ourselves, our nears, executors, administrators and assigns firmly by these presents.
(\$ 235,448)35
The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the Twenty Seventh
day of May, 1975, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the worknamship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and main in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.
WITNESS our hands and seals this Twenty Seventh day of May, 1975 Silly
Rieth-Riley Construction Collistary
Chester L. Skyarcan, Division Manager Legnard (Bauman (SEAL)
Reliance Insurance Co. Leonard C. Baumann, Attorney-in-Fact
(SEAL)
Approved this 16 day of Jene 1975
Part & O'Wood
Board of Public Works.

LIABILITY BOND

Know All Ken by These Bresents. That we_	TRIPTION OF THE
· · · · · · · · · · · · · · · · · · ·	TRUCTION CO., INC.
as principal, and RELIANCE INSURANCE COMPASS	Y of FHILADELPHIA, PENNSYLVANIA
as surety, are held and firmly bound to the City of I	Fort Wayne, Indiana, in the sum of Two Hundred
Thirty Five Thousand Four Hundred Forty	Eight Dollars and Thirty Five Cents
or the payment of which well and truly to be mac executors, administrators and assigns firmly by the	de we jointly and severally bind ourselves, our heirs hese presents.
	235,448.35
The conditions of the above obligation are such,	that if the above named party of the first part shal
faithfully comply with the foregoing contract m	ade and entered into the
Il the conditions and stipulations therein contains	of Fort Wayne, Indiana, and shall faithfully fulfiled, except the warranty and guaranty of the pave
rue intent and meaning thereof in all respects, the	ns for the period of three(3) years, according to the en this obligation to be void, otherwise to be and ren at the said City shall extend the time for the comple year release the sureties on this bond.
WITNESS our hands and seals this	double of the second of the second
WIINESS our names and seas uns	O V
	PIETE RILEY CONSTRUCTION CO., INC. SEAL.
	ITS:
	63,63
	(SEAL
Approved this day o	June, 1975
1 January	
I Carle O Hoal	-
The second secon	
Board of Public Works.	× •-
COMPLETED IN STREET ENGINEERING OFFICE	
May.30, 1975	

CODE: S-SKILLED SS-SEMI SKILLED US-UNSKILLED IF-INDUSTRIAL FUND PW-PER WEEK

Wa, the undersigned committee, baing appointed to prepare a schedule of the prevailing PAGES TO THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL.

MAY AND JUNE, 1975.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of TROIRCA, 1935, have established a schedule as hereinafter set forth for the following trades

to wit;										W*66
TRAVES OR OCCU	PATION		CLASS		RATE PER ER	HEA	PEN	VAC	APP.	MISC.
ASBESTOS WORKE	R		S	ſ	9.95	35°	55¢			3if
BOILERMAKER			s		10.05	50 .	1,00		10	
			S		8.89	30	25		1	
ERICKLAYER			-			3.1			1.	
CARPENTER	(BUILD	ING)	S		8.31 .	47	40		5	2if 2if
	(HIGHW	AY)	8		9.01	4,	40		1	1-215
CEMENT HASON			S		8.30	40			 	-
ET.ECTRICIAN			s	·	9.10	30	1%+30		4	
			S		8.77	44%	29	7%	. 2	
ELEVATOR CONST	RUCTOR				8.77					
GLAZIER		•	S		8.24	12		25	4	35¢holida
IRON WORKER			s		9.70	55	65		1	
IKUN WUKKEK			S-SS			35	30		7	
LABORER		DING)	US	00	5.95-6.25	35	30		7	
	(HIGH		s-us-	-c	6.25-7.33	35	30		17	
,	(SEWE	R) :	3-US-	33	0.23-7.33				1	;
LATHER			S		8,20		25		1	3if
		12000	s		8.64		6%		4	2if
HILLWRIGHT & P	LLAUKI	.VA.C	S-SS		1				1.	
OPERATING ENGI	NEER	(BUILDING)	US		6.75-9.15	40	-40		5	
OPENIAL IN THE		(HIGHWAY)	S-SS-	US	6.61-8.30	30	30		5	
		(SEWER)	S-SS-	บร	7.07-9.27	40	40		1 5	-
			s		7.49-8.49	32	25		7	
PAINTER						40			İ	
PLASTERER			S	-	-7.91				-	
PLUMBER & STEA	MFITTE	SR.	S		9.20	30	65		7	415
HOSAIC & TERRA			s		6,65-8.50					
11551125 @ 1,			S		8,40		10		1	
ROOFER			3	-	0.40				1	
SHEETMETAL WOR	RKER		S		9.19	35	30		4	91E
			S~SS US		6,68-7,63	1659	17pw			
TEMMSTER		(BUILDING) (HIGHWAY)	C C.	US	4 56 7 76	1 famil	1.7nw			
IS any CLASSII	ere ima		mn 711 7	1/1/2 4	POUT SCUTTER	-H= 5	EVAILI	NG WAG	E SCAL	E SHALL BE
IS ony CLASSII PAID. The above	ricall ve and	forgoing sha	11 shal	ll be	the minimum	pervail	ing wag	a scal	e for	this project

as sat by the wage scale committee, but in no way shall it prevent the contractor or sub contractor from paying a higher rate of wages than set out in the schedule of wages on file. 1 Javan T. K. Alex 2157

DATED THIS DAY DAY OF Warch . 19 75



REPRESENTING GOVERNOR, STATE OF INDIANA Carol Sand. In REPRESENTING THE AWARDING AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Leonard C. Baumann of Goshen, Indiana

		l and delive	r for and on its beh	alf, and as its act and deed any and all bonds and
undertakings of suret	ysnip, —			
and to bind the RELIANCE INSUI obligatory in the nature thereof wer such officers, and hereby ratifies and	a signed by an Exec	utive Offic	er of the RELIANO	same extent as if such bonds and undertakings and other writings CE INSURANCE COMPANY and seeled and attested by one other of o in pursuance hereof.
This Power of Attorney is which became effective May 11,	granted under an 1962, which prov	d by auth risions are	ority of Article on now in full force	VII of the By-Laws of RELIANCE INSURANCE COMPANY and effect, reading as follows:
•			Execution of Bonds	
Attorneys-in-fact end to authorize t	hem to execute on	behalf of t	he Company, bond	tant Vice-President shell have power and authority to: (a) appoints and undertakings, recognizances, contracts of indemnity and other tany time and revoke the power and authority given to him.
deliver on behalf of the Company, b	onds and undertaki	ings, recogn	izances, contracts of	d limitations of the power of attorney issued to them, to execute and of indemnity and other writings obligatory in the nature thereof. The inizances, contracts of indemnity and other writings obligatory in the contracts of indemnity and other writings obligatory in the contracts.
This power of attorney is signed a RELIANCE INSURANCE COMPAN amended or repealed:	and seeled by facsi Y at a meeting held	mile under d on the 8t	and by authority h day of May, 195	of the following Resolution adopted by the Board of Directors o 9, at which a quorum was present, and said Resolution has not been
attorney or any certifi signatures or facsimile	cate relating theret seal shall be valid d facsimile seal sha	o by facsin and bindin	nile, and any such g upon the Compa	I of the Company may be affixed to any such power of power of attorney or certificate bearing such fassimile any and any such power so executed and certified by the Company in the future with respect to any bond or
		COMPAN	Y has caused these	presents to be signed by its Vice-President, and its corporate seel to b
hereto affixed, this 10+h day of				
				RELIANCE INSURANCE COMPANY
			A A	Rhalah
STATE OF Pennsylvania COUNTY OFPhiladelphia	· 55.		SOCIAL STREET	Vice-President
On this 10th day of	January	, 19 73, p	ersonally appeared	R. Marlink
	, to ma k	nown to be	the Vice-President	of the RELIANCE INSURANCE COMPANY, and acknowledged the
he executed and attested the forego said Company, set forth therein, is st	ing instrument and	ent bexifts	seal of said corpor	ration thereto, and thet Article VII Section 1 and 2 of the By-Laws o
My Commission Expires:			AT THUS	Mercile Stellberger
April 26 .19 76			HOTARY	Notary Public in and for State of Pennsylvania
1910			PUBLIC	
			No. of the last	Residing at Philadelphia
W. F. Brunner	y of a Power of Atte	Assistant S	acretary of the RE	LIANCE INSURANCE COMPANY, do hereby certify that the above NCE INSURANCE COMPANY, which is still in full force and effect
IN WITNESS WHEREOF, I have hereu			169/ 13	0711
BDR-1431 Ed. 7/71			The state of the s	Assistant Secretary

DIGEST SHEET
A-75-06-29
TITLE OF ORDINANCE Special Ordinance
DEPARTMENT REQUESTING ORDINANCE Board of Public Works
SYNOPSIS OF ORDINANCE Covers contract with Rieth-Riley Construction Company in
amount of \$235,448.35 for Contract A and \$78,875.85 for Contract B, Resolution
5688-1975, 1975 Resurfacing program.
SEE "PRIOR APPROVAL" AND BID TABULATION AND CONTRACTS ATTACHED
*
,
EFFECT OF PASSAGE Provide for necessary improvements.
EFFECT OF NON-PASSAGE Unable to complete project.
BITEOT OF TOTAL PRODUCT
MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$235,448.35 and \$78.875.85
cost to City.

ASSIGNED TO COMMITTEE